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the amount he should succeed in getting a certain decree reduced, but the attorney did not undertake to bear the costs, it was not champerty, but a valid, enforceable contract.

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EFFECT OF A DULY EXECUTED CODICIL ON A WILL NOT DULY EXECUTED.—The effect is to establish the will as well as the codicil, and the codicil amounts to a *republication* of the will, and brings it down to the date of the codicil, so that they both speak as of the date of the codicil. See *Corr v. Porter*, 33 Gratt. 278; *Hatcher v. Hatcher*, 80 Va. 169. But in order that the codicil may have this effect, the execution of the codicil must be such as would have sufficed for the will, if the will had been so executed. Thus, in *Gibson v. Gibson*, 28 Gratt. 44, it is held that the following papers do not constitute a valid will in Virginia, No. 1 and No. 2 being offered together for probate:

No. 1. "I, Elizabeth Holmes, do make the following as my last will and testament. I give all my estate, both real and personal, to my two sisters, Margaret and Sally." No. 1 is not in the handwriting of the testatrix, nor signed by her. About an inch below, on the same sheet of paper, is written the codicil.

No. 2. "As Margaret is dead, I give her share to my niece, Lizzie Leigh Gibson." This last was wholly in the handwriting of the testatrix, and signed by her. *Held*, that the codicil, No. 2, does not suffice to make No. 1 and No. 2 the will of Elizabeth Holmes; but it would have been otherwise if No. 1 had been wholly in the testatrix's handwriting, or if No. 2 had had been attested by two witnesses. See 1 Lom. Executors 70; 1 Jarman on Wills 228, 260; 1 Redf. on Wills 260-68.